

**MEMORANDUM OF UNDERSTANDING
LADOT PEOPLE ST PROGRAM
NOHO PLAZA**

12/01/2014

The City of Los Angeles ("City") has authorized the Los Angeles Department of Transportation ("LADOT") to enter into this Memorandum of Understanding ("Permit") with the North Hollywood Business Improvement District ("Permittee") to provide for a revocable Plaza permit for the management, maintenance and operation of the NoHo Plaza, for the portion of the Alley off of Lankershim Boulevard near Magnolia Boulevard in Los Angeles, CA (the "Plaza"). LADOT and Permittee are collectively referred to herein as the "Parties."

Whereas, the Los Angeles City Council, on July 2, 2014, adopted the report from the Transportation Committee (CF 13-1592) relative to the installation of plaza projects within the City of Los Angeles; and

Whereas, the adopted report included a plaza project in the public right of way, for the portion of the Alley off of Lankershim Boulevard near Magnolia Boulevard in Los Angeles, CA; and

Whereas, the adopted report directed LADOT to negotiate and execute a MOU with a "community stakeholder" pertaining to the Plaza site, setting forth the terms and conditions of the project; and

Whereas the Permittee, as a community stakeholder, has indicated its desire and willingness to manage, maintain and operate the Plaza in a safe and orderly manner;

NOW THEREFORE, in consideration of the mutual covenants herein, LADOT, as the City Partner, and the Permittee, as the Community Partner, have agreed to be bound by the terms of this Permit, and to comply with these conditions faithfully and fully at all times. The conditions of this Permit shall equally bind all representatives, agents, heirs, successors, and assigns of the City and the Permittee. If the conditions are not met, the Permit may be revoked or terminated at any time.

1. TERMS OF PERMIT

The Permittee is hereby granted a one (1) year, revocable Permit to manage, operate and maintain the Plaza as described herein and conditioned and delineated in Exhibit A, attached hereto.

Commencement of Permit

The privilege conferred to Permittee pursuant to this Permit shall commence on the date the City issues a written Notice to Proceed to Permittee (the "Commencement Date"). The Permit shall immediately expire on the earlier of: (a) one (1) year after

the Commencement Date, or (b) upon written notice from the City revoking this Permit, or (c) upon written notice by Permittee to City with sixty (60) days written notice to City, or as otherwise provided in this Permit.

Renewal Of Permit

With the written approval of the City, Permittee may renew this Permit on an annual basis with a renewal Permit applied for and approved each year for an additional one (1) year term.

Revocable Permit

The City may at its sole option freely revoke this Permit at any time without cause or liability, and without any obligation to pay any consideration to Permittee. Permittee acknowledges and agrees that the installation of the Plaza permitted hereunder shall not in any way whatsoever limit City's right to revoke this Permit pursuant to the terms hereof or any of City's other rights hereunder.

Permit Modification

This Permit shall not be modified except by written instrument executed by the City and the Permittee at the time of modification. Such modifications shall be effective upon the date of execution and may be recorded.

No Transfer Of Permit

This Permit is a privilege that is personal and specific to Permittee. Neither this Permit nor any of the privileges conferred under it may be sold, conveyed, assigned, encumbered, or otherwise transferred by Permittee without the express written consent of the City. Any attempt to sell, convey, assign, encumber or otherwise transfer this Permit or the privileges conferred it under without first obtaining the City's consent may result in the City's termination of this Permit

This Permit shall not run with the land. If Permittee wishes to transfer responsibility for managing, operating and maintaining the Plaza, Permittee shall make a written request for such transfer to the City. Transfer of responsibility for managing, operating and maintaining the Plaza shall be subject to the City's sole discretion and written approval. If such a transfer is approved, a new Permit must be signed by the new Permittee and the City.

2. CITY RESPONSIBILITIES

The City shall install the real property portions of the Plaza including the surface treatment, striping, reflective delineators, fully weighted non-vegetated barrier planters, signage and meters and other approved traffic control devices. The City shall provide for the structural repair and/or replacement caused by normal wear and tear of real property of the Plaza. The City shall provide structural repair and/or

replacement of the Plaza's Public Rights-of-Way (including but not limited to, the existing roadway, curb, gutter and sidewalks).

Barrier Planter Replacement

In the event that one or more weighted barrier planters are damaged due to an accident or other incident, the City is responsible for replacing the weighted non-vegetated barrier planter ensuring sufficient weight and spacing of the barrier planter and the Permittee is responsible for replanting the barrier planter to ensure appropriate landscaping is maintained.

Plaza Signage

Plazas must remain publicly accessible. There must be a sign that states that the Plaza is publicly accessible. The City shall be responsible for installing signs so that the design and language is consistent for all Plazas. Each Plaza will be required to have at least two signs.

Utility Services

City shall furnish, at its cost, any and all utility services necessary or appropriate for Permittee's use of the Plaza. Any utility services installed by Permittee must receive advanced written City approval and/or approval by appropriate public utility agencies. Said utility installations by Permittee may require post-installation inspection by public agencies at Permittee's cost.

It is expressly understood and agreed that the City is under no obligation to manage, operate and/or maintain the Plaza and in no event shall this Permit be construed to impose any such obligation on the City.

3. PERMITEE RESPONSIBILITIES

Permittee shall at all times manage, maintain and operate the Plaza so that it remains in a clean, sanitary, orderly, publically accessible and safe state

Permittee shall bear all costs or expenses of any kind or nature in connection with the management, operation and maintenance of the Plaza, and shall keep the Plaza free and clear of any liens or claims of lien to the extent arising out of or in any way connected with its use of Permittee's responsibilities as called out in this Permit.

- Section 3.1 of this Permit provides a detailed description of Permittee's Maintenance responsibilities.
- Section 3.2 of this Permit provides a detailed description of Permittee's Management and Operations responsibilities.

3.1 MAINTENANCE RESPONSIBILITIES

Permittee shall manage, operate and maintain, or arrange for the management, operations and maintenance of the Plaza, in accordance with the approved plans and specifications identified for the Plaza and any other requirements thereto which have been approved by the City in conformance with appropriate City ordinances, guidelines, criteria and other written direction. The Permittee shall comply with all rules and regulations of the City and County Department of Public Health.

Maintenance of Plaza

The Plaza shall remain publically accessible while Permittee is conducting Plaza maintenance. The Permittee shall maintain the Plaza:

- in a clean, neat, sanitary and safe condition
- to be free of debris and grime
- to be free of pests and vectors
- to not be hazardous to Plaza users
- to be free of debris to allow proper drainage

Maintenance of Barrier Planters

Weighted barrier planters shall remain in the fixed location in accordance with the approved plans and specifications identified by the City. For the barrier planters, the Permittee shall:

- maintain the planters' inside and the outside in a clean, neat, sanitary and safe condition
- promptly remove graffiti, stickers, and other detritus from the planters' inside and outside
- maintain all plants in good health and properly trimmed to maintain visibility lines-of-sight
required for the safety of motorists, cyclists, pedestrians, and other users in, on and around the Plaza
- replace any and all vegetation that dies or is damaged and/or stolen

Maintenance of People St approved Kit-of-Parts elements

The People St approved Kit-of-Parts elements are unsecured personal property including tables, chairs, umbrellas, umbrella stands and trash cans that are placed into and removed from the plaza by the Permittee, or any contractor or subcontractor used by the Permittee, within specified hours. For the approved People St Kit-of-Parts elements, the Permittee shall:

- keep any People St approved Kit-of-Parts elements in a clean and safe condition
- repair and/or replace People St approved Kit-of-Parts elements with People St approved Kit-of-Parts elements as needed
- clean and empty trash receptacles that are located off the curb in the roadbed space of plaza
- remove and store People St approved Kit-of-Parts elements from the Plaza and store in a secured area after business hours if the Permittee is a business. If the Permittee is not a business, the hours for the People St approved Kit-of-Parts elements will be: between 7:00 am and 10:00 pm. People St approved Kit-of-Parts elements do not include barrier planters which are to remain on the Plaza at all times.

Permittee shall not:

- place or install any personal property elements that are not included as a part of the People St approved Kit-of-Parts elements including, but not limited to, tables, chairs, umbrellas and umbrella stands, signage, murals, street surface painting and public art.
- place or install fixtures or improvements on the Plaza without advance written approval from the City.
- add, subtract or otherwise modify the People St approved Kit-of-Parts elements shown in Exhibit A without advance City written approval of such modifications. In the event said modifications are approved by the City, Permittee will provide the City with a revised Exhibit A prior to the modification of Plaza personal property.

Failure to Maintain Plaza

In the event the Permittee fails to manage, maintain, and operate the Plaza as deemed acceptable by the City, the City and/or its authorized agents, employees, or contractors shall provide written notice of a violation to the Permittee. If after receiving a notice of violation, Permittee shall correct any stated violation to the reasonable satisfaction of the City within thirty (30) days.

If Permittee, fails to cure any such violation the City may, without further notice, declare a default under the terms of this Permit and may bring any action necessary to specifically enforce the obligations of the Permittee growing out of the terms of this Permit, or apply for such other relief as may be appropriate. Notwithstanding the above, if an emergency situation exists, the City may take whatever actions are reasonably necessary in the circumstances to abate the imminent threat.

The actions described in this section are in addition to and not in lieu of any and all legal remedies as provided by law available to the City as a result of the Permittee's failure to operate, manage, and maintain the Plaza.

Contractors

Any contractor or subcontractor used by Permittee to manage, operate and/or maintain the Plaza must show proof of liability insurance. Each such contractor or subcontractor shall have the same obligations with respect to its work as Permittee would have if Permittee performed the work. Permittee shall ensure that all contractors, subcontractors, and all employees who perform work for it are trained and experienced. Permittee: (a) shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with this Permit and applicable law; (b) shall be responsible for acts or omissions of contractors or subcontractors under this Permit to the same degree it is responsible for the acts of its employees; (c) shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor; and (d) shall implement a quality control program to ensure that the work completed by this Permit is properly performed.

City's Right To Inspect

The City shall have the right, but not the obligation, to make periodic inspections of the Plaza, at the City's sole discretion and cost, as conditions may warrant.

4. PERMITTEE'S USE OF PLAZA

Permittee is not engage in any negligent or intentional acts that could reasonably be expected to damage anything in, on, under or about the Plaza or the adjacent Public Rights-of-Way that could cause damage to the Plaza or interfere with the City's use of the Plaza or materially interfere with the City's use of the Plaza.

Exercise Of Due Care

Permittee shall use, and Permittee shall cause its Agents or Invitees to use, due care at all times to avoid any damage or harm to the Plaza, except for reasonable wear and tear resulting from the public use of the Plaza and to use a reasonable standard of care for the nature of Permittee's management, operations and maintenance of the Plaza.

Plaza Damaged By Persons Other Than Permittee

If the Plaza is fully or partially destroyed or damaged through no fault of Permittee and, as a result thereof, Permittee is no longer able to manage, operate and/or maintain the Plaza, the City shall notify Permittee, within thirty (30) calendar days after such event, whether or not the City intends to repair, rebuild, or restore the Plaza.

If the City decides for any reason to repair, rebuild, or restore any damaged Public Rights-of-Way on which the City installed the Plaza, the City shall give Permittee at least ten (10) calendar days advance notice so the Permittee can make preparations or allowances for the City to make repairs where the Plaza resides. In the event that the City must remove the Plaza from the Public Rights-of-Way, the City may reinstall the Plaza in the Public Rights-of-Way once the repairs are made, subject to Permittee obtaining all required permits or approvals if applicable.

Restrictions On Use

Permittee agrees that the following uses of the Plaza by Permittee are inconsistent with the limited purpose of this Permit and are strictly prohibited.

Alterations

Permittee shall not alter or modify the Plaza without the prior written permission of the City. However, management, operations and maintenance of the Plaza, as described further in this Permit, is required by Permittee.

Improvements

Except as set forth in Exhibit A, Permittee shall not construct or place any permanent structures in or on top of the Plaza.

Advertising

Permittee shall not engage in any advertising, commercial uses, vending and/or sales are prohibited in the Plaza, without prior written approval by the City.

5. NOTIFICATIONS

Permittee shall immediately notify the City in writing or give the City written notice if the Plaza is damaged or threatened by any of the activities conducted by the Permittee or its Agents, or by Persons other than the Permittee, including, but not limited to:

- any accidents or other incidents which have caused or may cause injury to persons or property, if known, occurring at the Plaza
- any claim for injury, death, property damage or theft which may be asserted against Permittee with respect to the Plaza
- any unusual conditions of which Permittee is aware that may develop in the course of the Plaza operation including, but not limited to, fire, flood, casualty and substantial damage of any kind

Permittee shall designate a person primarily responsible for documents, and responding to and resolving claims for loss or damage including insured claims for

loss or damages. Permittee shall provide the City with the name, address and telephone number of such person within thirty (30) days of the date of this Permit.

The City shall provide Permittee with the acceptable format for accident and incident reporting, which may be supplemented by Permittee.

Except as otherwise expressly provided herein, any notices given under this Permit shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested, or nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefore, with postage prepaid, addressed as follows (or such alternative address as may be provided in writing).

Notices to the City shall be addressed as follows, unless one party notifies the other party of a different primary contact:

| | |
|------------------|--|
| If to the City: | Margot Ocañas Pedestrian Programs Division LADOT 100 S. Main Street, 9th floor Los Angeles, CA 90012 |
| If to Permittee: | Aaron Aulenta, Managing Director North Hollywood Business Improvement District (NoHo BID) 5026 Lankershim Blvd North Hollywood, CA 91601 |

Emergency Response Plan

Prior to the Commencement Date for the Plaza, Permittee shall provide the City a current emergency response plan identifying staff who have authority to resolve, twenty-four (24) hours a day, seven (7) days a week, problems or complaints resulting from Permittee's use of the Plaza.

Complaints

If the City receives citizen complaints, a field investigation will be completed by the City. Complaints to the City should be directed to the City's primary contact. The City will notify Permittee of any citizen complaint prior to investigation and will provide Permittee with a copy of the complaint.

6. PRIVILEGE

Limited Privilege

This Permit gives Permittee an approval to use the Plaza for the purposes stated in this Permit only and, notwithstanding any statement to the contrary herein, this Permit does not constitute a grant by the City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Plaza. Nothing in this Permit shall be construed as granting or creating any franchise rights pursuant to any federal, state or local laws. Permittee accepts the Plaza and the adjacent Public Rights-of-Way in their "AS IS" condition, without representation or warranty of any kind by the City and subject to all applicable laws, rules and ordinances governing the use of the Plaza for the Permittee's intended purpose.

Occupancy by the Permittee

Permittee's use of the Plaza is temporary and does not constitute abandonment, whether expressed or implied, by the City of any of its rights associated with the statutory and customary purpose and use of and management, operations and maintenance in the Plaza.

Non-Exclusive Privilege

The approval granted in this Permit shall be non-exclusive. Nothing contained in this Permit shall be construed, in any way, to limit, alter, or waive the right of the City to authorize persons or entities other than Permittee to access and use the Plaza.

Subject To City and Public Uses

Notwithstanding anything to the contrary in this Permit, the approval granted herein, and any and all of Permittee's responsibilities hereunder, shall be subject and subordinate at all times to City's existing and future use of the Plaza for municipal and other purposes, as well as the use of other public agencies including but not limited to public utility agencies. In case of an emergency, as determined by City, the City shall notify the Permittee and City may immediately remove the Plaza from the Public Rights-of-Way as required by City. If not an emergency, the City shall provide advance written notification within thirty (30) calendar days to Permittee of the removal of the Plaza from the Permit.

7. INSURANCE

During the term of this Permit and without limiting the Permittee's indemnification of the City, the Permittee shall provide and maintain at its own expense during the term of this Permit a program of insurance having the coverage and limits customarily carried and actually arranged by Permittee but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT B hereto, covering its operations hereunder. Such insurance shall conform to City

requirements as established by charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT B, and which can also be found at the Office of the City Administrative Officer (CAO), Risk Management website: http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf, in the form Instructions and Information on Complying with City Insurance Requirements, rev. 05/12 (Form Gen 133), and shall otherwise be in a form acceptable to CAO, Risk Management. The Permittee shall comply with all insurance Contractual Requirements shown on EXHIBIT B hereto. EXHIBIT B is hereby incorporated by reference and made a part of this Permit.

8. INDEMNIFICATION

Except for the active negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns or Successors in Interest, Permittee undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns or Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees, damages (but excepting consequential and special damages), or any liability of any nature whatsoever, for death or injury to any person, including Permittee's employees or agents, or damage or destruction of any property of either party hereto, or of third parties, to the extent arising in any manner by reason from the negligent acts, errors, omissions or willful misconduct incident to the performance of this Permit by Permittee or its subcontractors of any tier. This provision shall survive expiration or termination of this Permit.

9. WAIVER OF CLAIMS

City Not Liable to Permittee

Neither the City nor any of its Agents shall be liable for any damage to the property of Permittee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Permittee's property or Permittee's use of the Public Rights-of-Way, including, but not limited to, the activities of operation, management or maintenance of the Plaza unless such damage shall have arisen as a result of the active negligence or willful misconduct of the City or one of its agents, boards, officers, employees, assigns or successors in interest.

Permittee's Waivers

Permittee acknowledges that this Permit is freely revocable by City and in view of such fact Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if such expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments,

commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under law or equity, in the event that City exercises its right to revoke or terminate this Permit.

Permittee expressly acknowledges and agrees that City would not be willing to give this Permit in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its Agents, and Permittee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against City for consequential and incidental damages (including without limitation, lost profits), and covenants not to sue for such damages, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of this Permit or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Permittee pursuant to this Permit, regardless of the cause, and whether or not due to the negligence of City or its Agents, except for the gross negligence and willful misconduct of City or its Agents.

This waiver includes, without limitation, any and all Claims whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Public Rights-of-Way and any related improvements or any law or regulation applicable thereto or the suitability of the Public Rights-of-Way for Permittee's intended use.

10. NO ADDITIONAL LIABILITY/NO THIRD PARTY BENEFICIARY

It is the intent of this Permit to ensure the proper operation, management and maintenance of the Plaza by the Permittee; provided, however, that this Permit shall not be deemed to create or effect any additional liability not otherwise provided by law of any party. This Permit is not intended to, and does not, create any private rights of action to third parties; no third parties are the intended beneficiaries of this Permit.

11. PERFORMANCE BOND OR SECURITY DEPOSIT

The City may request the Permittee to provide a performance bond, security, or other appropriate financial assurance, acceptable in amount and form to the City, providing for the management, operation, maintenance, and/or removal (if determined by City) of the Plaza pursuant to the City's ordinances, guidelines, criteria, or written direction.

12. SEVERABILITY

If any phrase, clause, section, subsection, paragraph, subdivision, sentence, term, or provision of this Permit, or the application of any term or provision of this Permit to a particular situation, shall be finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Permit or the application of this Permit shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Permit or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Permit to carry out its intent.

13. AUTHORIZED SIGNATURES

The individual(s) signing this Permit on behalf of the Permittee, hereby confirm that they are authorized by the relevant incorporating documents, including bylaws if any, of the Permittee to sign and approve this Permit on behalf of the Permittee.

14. MISCELLANEOUS PROVISIONS

Governing Law

The interpretation, validity, and enforcement of this Permit shall be governed by and interpreted in accordance with the laws of the State of California. Any action, cause of action, lawsuit, claim, or legal proceeding of any kind related to or arising under this Permit shall be filed and heard in a court of competent jurisdiction in the County of Los Angeles.

No Limitations on City's Police (or Authorized) Powers

Nothing herein is intended to, nor does, limit the City's police power, nor limit the ability of the City, Los Angeles County, and/or their authorized agents, employees, and/or contractors from taking any and all actions authorized under Federal, State, or local law.

No Waiver

No failure by the City to insist on the strict performance of any obligation of Permittee under this Permit or to exercise any right, power, or remedy arising out of a breach hereof, shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Permit. No acts or omissions by the City, or any agent(s) of the City, shall waive any or all of the City's rights under this Permit.

Complete Permit.

This Permit represents the complete understandings and Permit of the parties and no prior oral or written understandings are in force and effect.


(Signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this Permit in Los Angeles County, California, effective as of the date first above written.
City of Los Angeles,
a California municipal corporation

By: 
Seleta J. Reynolds
General Manager
Los Angeles Department of Transportation

Dated: 12.10.14

Approved As To Form:

By: 
Michael Nagle, Deputy City Attorney

Dated: 12/3/14

North Hollywood Business Improvement District (Permittee)

By: 
Aaron Aulenta, Managing Director
North Hollywood Business Improvement District (NoHo BID)

Dated: 12/19/14

EXHIBIT A - Signed and Approved Conceptual Drawing, dated October 30, 2014, for NoHo Plaza.

EXHIBIT B – Form Gen. 146 Required Insurance and Minimum Limits

Required Insurance and Minimum Limits

Name: North Hollywood BIDDate: 11/21/2014Agreement/Reference: Revocable Permit for the Management, Maintenance and Operation of North Hollywood (NoHo) Plaza

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation (WC) and Employer's Liability (EL)**
WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ **General Liability**

1,000,000

☒ Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

☐
☐ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood

☐ Builder's Risk

☐ Earthquake

☐
☐ **Pollution Liability**
☐
☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**
☐ **Crime Insurance**

Other: _____

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR
THE LADOT PEOPLE ST PROGRAM BETWEEN THE CITY OF LOS ANGELES
("CITY") AND NORTH HOLLYWOOD BUSINESS IMPROVEMENT DISTRICT
FOR MANAGEMENT, MAINTENANCE, AND OPERATION OF A PLAZA
LOCATION GENERALLY ON THE PORTION OF THE ALLEY OFF OF
LANKERSHIM BOULEVARD NEAR MAGNOLIA BOULEVARD IN LOS
ANGELES, CA.

WHEREAS, the CITY and NORTH HOLLYWOOD BUSINESS IMPROVEMENT DISTRICT entered into a Memorandum of Understanding for the period of December 19, 2014 to December 19, 2015, with an option to extend the contract for one additional year;

WHEREAS, the CITY and NORTH HOLLYWOOD BUSINESS IMPROVEMENT DISTRICT now agree to extend the terms of the agreement as follows;


1. Original Agreement: Original Memorandum of Understanding is attached hereto as Exhibit 1 and incorporated herein, except as provided below.
2. Term of Agreement: Section 1.2 is deleted in its entirety and replaced with the following language:

Section 1.2 - Renewal of Permit

"With the written approval of the City, Permittee may extend this Permit for an additional two (2) years in one (1) year increments. The term of this Agreement shall be for three (3) years commencing on December 19, 2014 and terminating December 19, 2017."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

By 
Seleta J. Reynolds *for SJR*
General Manager
Los Angeles Department of Transportation

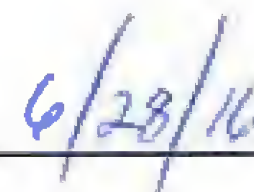
Date: 7-22-16

Approved as to form:

By:


Michael Nagle
Deputy City Attorney

Date:



NORTH HOLLYWOOD BUSINESS IMPROVEMENT DISTRICT (Permitee)

By


Aaron Aulenta
Managing Director
North Hollywood Business Improvement District (NoHo BID)

Date:

